

CS-22-219

BOCC CONTRACT APPROVAL FORM
(Request for Contract Preparation)

CONTRACT TRACKING NO.
CM3402

GENERAL INFORMATION

Requesting Department: Facilities Department
Contact Person: Idalia Gutierrez/Les Burnsed
Telephone: 904-530-6131 Fax: () _____ Email: igutierrez@nassaucountyfl.com

CONTRACTOR INFORMATION

Name: Arctic Air of Northern Florida LLC
Address: 451688 State Road 200 Callahan FL 32011
City State Zip
Contractor's Administrator Name: Rachael Beverly Title: Manager
Telephone: 904-607-5777 Fax: () _____ Email: rachael@arcticairofnorthernflorida.com

IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF CONTRACTOR (NAME AND EMAIL ADDRESS)

Authorized Signatory Name: Rachael Beverly
Authorized Signatory Email: rachael@arcticairofnorthernflorida.com

CONTRACT INFORMATION

Contract Name: Replace 3 air conditioning systems - James Page Government Complex.

Description: Purchase and install one (1) 3-ton, one (1) 5-ton, and one (1) 7.5-ton AC systems at the James Page Building.
GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LOCATION, ETC.

Total Amount of Contract: \$38,455.00
APPROXIMATE IF NECESSARY

Source of Funds: County State Federal Other _____ Account: 01073519-562002-C0093

Authorized Signatory: Taco E. Pope, AICP
IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF BOCC

Contract Dates: From: Execution to: 1-yr after execution Termination/Cancellation: 30 days

Status: New Renew Amend# WA/Task Order Supplemental Agreement

How Procured: Exemption Sole Source Single Source ITB RFP RFQ Coop
 Piggyback Quotes Other _____

If Processing an Amendment:

Contract #: _____ Increased Amount to Existing Contract: _____
New Contract Dates: _____ to _____ Total or Amended Amount: _____

Continued on next page

CHECKLIST		
<i>Review/Complete before sending contract for final signature</i>		
Requirement	Description	Complete By
Contract, Exhibits and Appendices	1) The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and 2) All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.	
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	
Term of Contract	Start and end dates of contract are included. Any renewals are included.	
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY

1. Doug Podiat 5/23/2023
 Department Head/Contract Manager Date
2. Janice Belmont 5/24/2023
 Procurement Date
3. Chris Lacambra 5/23/2023 *JP* 5/23/2023
 Office of Mgmt & Budget Date
4. Denise C. May 5/25/2023 *DJ* 5/25/2023
 County Attorney Date

COUNTY MANAGER – FINAL SIGNATURE APPROVAL

5. Taco E. Popey AICP 5/25/2023
 County Manager Date

**CONTRACT FOR PURCHASE AND INSTALLATION OF AIR CONDITIONER
SYSTEMS AT THE JAMES PAGE GOVERNMENT COMPLEX**

THIS CONTRACT is entered into by and between the **BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as the “County”, and Arctic Air of Northern Florida LLC, located at 451688 State Road 200, Callahan, Florida 32011, hereinafter referred to as the “Vendor”.

WHEREAS, the County received quotes for air conditioning units replacement services, on March 23, 2023 at 4:00 p.m.; and

WHEREAS, the County has determined that the Vendor was the lowest, most responsive and responsible bidder; and

WHEREAS, all terms and conditions of the County’s request for quote and the Vendor’s response are incorporated herein and made a part of this Contract by this reference; and

WHEREAS, a copy of the Vendor’s Proposal is attached hereto as Exhibit “A” and made a part hereof.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

SECTION 1. Recitals.

1.1 The above recitals are true and correct and are incorporated herein, in their entirety, by this reference.

SECTION 2. Contract Exhibits.

2.1 The Exhibits listed below are the exhibits incorporated into and made part of this Contract:

- Exhibit A** VENDOR’S PROPOSAL
- Exhibit B** SCOPE OF WORK
- Exhibit C** INSURANCE DOCUMENTS

SECTION 3. Description of Services and/or Materials to be Provided.

3.1 The Vendor shall provide the services and/or materials further described in the *Scope of Work*, a copy of which is attached hereto and incorporated herein as Exhibit "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written *Notice to Proceed* for services and/or materials issued by the County. The Vendor shall provide the services and materials as contained in the *Scope of Work* in a timely and professional manner in accordance with specifications referenced herein.

SECTION 4. Payment and Invoicing.

4.1 County shall pay Vendor in an amount not to exceed Thirty-Eight Thousand Four Hundred Fifty-Five and 00/100 (\$38,455.00) for the services referenced in Exhibits A and B. No payment shall be made for services and/or materials without a proper County work authorization or purchase order. The Vendor shall submit a copy of all invoices to both the Public Works Director or designee at jkirkland@nassaucountyfl.com and to invoices@nassaucountyfl.com for payment. The invoice submitted shall include the contract number referenced and shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid specifications and conditions of this Contract. Payment shall not be made until services and/or materials have been received, inspected and accepted by the County in the quantity and/or quality ordered. Payment in advance of receipt of services and/or materials by the County **cannot** be made. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act found at Section 218.70, Florida Statutes. Vendor shall honor all purchase orders or work authorizations issued prior to the expiration of the term of this Contract.

SECTION 5. Acceptance of Services and/or Materials.

5.1 Receipt of services and/or materials shall not constitute acceptance by the County. Final acceptance and authorization of payment shall be given only after a thorough inspection by the County indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment shall be withheld by the County until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the refusal of final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor shall correct their performance within a stipulated time period, then payment shall be withheld until said corrections are made.

SECTION 6. Firm Prices.

6.1 Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Exhibit "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted or paid for by the County.

SECTION 7. Funding.

7.1 The County's performance and obligation under this Contract is contingent upon an annual appropriation by the Board of County Commissioners for subsequent fiscal years and is subject to termination based on lack of funding.

SECTION 8. Expenses.

8.1 The Vendor shall be responsible for all expenses incurred while performing the services under this Contract including, but not limited to, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses

and other compensation paid to the Vendor's agents, if any, hired by the Vendor to complete the work under this Contract.

SECTION 9. Taxes, Liens, Licenses and Permits.

9.1 The Vendor recognizes that the County, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract. As such, the Vendor shall refrain from including taxes in any billing. The Vendor is placed on notice that this exemption generally does not apply to nongovernmental entities, contractors, or subcontractors. Any questions regarding this tax exemption shall be addressed to the County Manager.

9.2 The Vendor shall secure and maintain all licenses and permits required to perform the services under this Contract and to pay any and all applicable sales or use tax, or any other tax or assessment which shall be imposed or assessed by any and all governmental authorities, required under this Contract, and to meet all federal, state, county and municipal laws, ordinances, policies and rules.

9.3 The Vendor acknowledges that property being improved that is titled to the County, shall not be subject to a lien of any kind for any reason. The Vendor shall include notice of such exemptions in any subcontracts and purchase orders issued under this Contract.

SECTION 10. Governing Law, Venue and Compliance with Laws.

10.1 This Contract shall be deemed to have been executed and entered into within the State of Florida and any dispute arising hereunder, shall be governed, interpreted and construed according to the laws of the State of Florida, the Ordinances of Nassau County, and any applicable federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be brought in Nassau County, Florida, and any trial shall be non-jury. Any mediation, pursuant to litigation, shall occur in Nassau County, Florida.

10.2 The Vendor shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, codes, orders, criteria and standards.

SECTION 11. Change Orders.

11.1 The County reserves the right to order, in writing, changes in the work within the scope of the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request an equitable price adjustment in cases where changes to the Contract under the authority of this clause result in increased costs to the Vendor.

SECTION 12. Modifications.

12.1 The terms of this Contract may be modified only upon the written and mutual consent of both parties, and approval by appropriate legal authority in the County.

SECTION 13. Assignment and Subcontracting.

13.1 The Vendor shall not assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the County.

13.2 In order to assign this Contract, or to subcontract any of the work requirements to be performed, the Vendor shall ensure and provide assurances to the County, that any subcontractor selected for work under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract. The Vendor shall provide the County with the names of any subcontractor considered for work under this Contract; the County reserves the right to reject any subcontractor whose qualifications or performance, in the County's judgement, are insufficient. The Vendor shall be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements shall be evidenced by a written document available to the County upon request. The Vendor further agrees that the County shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract. The Vendor, at its expense, shall defend the County against such claims.

13.3 The Vendor shall make payments to any of its subcontractors within seven (7) working days after receipt of full or partial payments from the County in accordance with Section 287.0585, Florida Statutes, unless otherwise stated in the contracts between the Vendor and subcontractors. The Vendor's failure to pay its subcontractor(s) within seven (7) working days shall result in a penalty charged against the Vendor and paid to the subcontractors in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to the actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

SECTION 14. Severability.

14.1 If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 15. Termination for Default.

15.1 If the Vendor fails to perform any of its obligations under this Contract, and if such default remains uncured for a period of more than fifteen (15) days after notice thereof was given in writing by the County to the Vendor, then the County may, without prejudice to any right or remedy the County may have, terminate this Contract.

15.2 Upon termination of this Contract, the Vendor shall immediately (1) stop work on the date specified; (2) terminate and settle all orders and subcontracts relating to the performance of the terminated work; (3) transfer all work in process, completed work, and other materials related to the terminated work to the County; (4) render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 16. Termination for Convenience.

16.1 The County reserves the right to terminate this Contract in whole or part by giving the Vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of written notice of termination from the County, the Vendor shall only provide those services and/or materials specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the Vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the Vendor. The Vendor shall promptly contact the County to make arrangements to render to the County all property belonging to the County, including but not limited to, equipment, books, and records.

SECTION 17. Force Majeure.

17.1 Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restrictions, strikes and freight embargoes. In all cases, the failure to perform shall be totally beyond the control and without any fault or negligence of the party.

17.2 In the event of delay from the foregoing causes, the party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the party's performance obligation under this Contract. If the delay is excusable under this section, the delay shall not result in any additional charge or cost under the Contract to either party. In the case of any delay that the Vendor believes is excusable under this section, the Vendor shall notify the County in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Vendor could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date the Vendor first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE

FOREGOING SHALL CONSTITUTE THE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this section is a condition precedent to such remedy. The County, in its sole discretion, shall determine if the delay is excusable under this section and shall notify the Vendor of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the County. The Vendor shall not be entitled to an increase in the Contract price or payment of any kind from the County for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this section, after the causes have ceased to exist, the Vendor shall perform at no increased cost, unless the County determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the County, in which case, the County may do any or all of the following: (1) accept allocated performance or deliveries from the Vendor, provided that the Vendor grants preferential treatment to the County with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by the Vendor for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Contract quantity; or (3) terminate the Contract in whole or in part.

SECTION 18. Access and Audits of Records.

18.1 The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of work contemplated under this Contract. The County and the County Clerk of Court shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours upon five (5) days' written notice to the Vendor.

SECTION 19. Public Emergencies.

19.1 The Vendor agrees that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a “First Priority” for services and materials. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

SECTION 20. Term of Contract and Option to Extend or Renew.

20.1 The term of this Contract shall begin upon the date of execution by both parties to this Contract and shall terminate one (1) year after execution.

20.2 In the event that the Contract is continued beyond the term provided above by mutual consent of the parties and not reduced to writing, this Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

SECTION 21. Probationary Period.

21.1 The first ninety (90) days of this Contract are to be considered a “probationary period.” Notwithstanding Sections 15 and 16 hereinabove, during the probationary period, the County may terminate this Contract based upon the performance of the Vendor and a new award be granted without another formal bid.

SECTION 22. Independent Vendor Status.

22.1 The Vendor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Vendor or any of its agents or employees to be an agent, employee or representative of the County.

22.2 The Vendor and the County agree that during the term of this Contract: (a) the Vendor has the right to perform services for others; ((b) the Vendor has the right to perform the services required by this Contract; and (c) the Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

SECTION 23. Indemnification.

23.1 The Vendor shall indemnify and hold harmless the County and its agents and employees from all claims, liabilities, damages, losses, expenses and costs, including attorney's fees, arising out of or associated with or caused by the negligence, recklessness, or intentionally wrongful conduct of the Vendor or any persons employed or utilized by the Vendor, in the performance of this Contract. The Vendor shall, at its own expense, defend any and all such actions, suits, or proceedings which may be brought against the County in connection with the Vendor's performance under this Contract.

SECTION 24. Insurance.

24.1 The Vendor shall provide and maintain at all times during the term of this Contract, without cost or expense to the County, such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance policies as detailed in Exhibit "C". The policy limits required are to be considered minimum amounts.

24.2 The Vendor shall provide to the County a Certificate of Insurance for all policies of insurance and renewals thereof in a form acceptable to the County. Said certificates shall provide that the Nassau County Board of County Commissioners is an additional insured, and that the County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action with the exception of ten (10) days for non-payment. All insurance policies shall be issued by responsible companies

who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

SECTION 25. Dispute Resolution Process.

25.1 In the event of a dispute regarding the interpretation of the terms of this Contract, the County, in its sole discretion, may elect to use the dispute resolution process as set forth in this section.

25.2 In the event the County elects to use the dispute resolution process under this section, the County shall send a written communication to the Vendor pursuant to Section 32 hereinbelow. The written notification shall set forth the County's interpretation of the terms of this Contract.

25.3 The County shall then set a date and time for the parties to meet with the County Manager or designee. This meeting shall be set no more than twenty (20) days from the date that the written communication was sent to the Vendor. The Vendor may submit a written response to the County's written communication no less than five (5) days prior to the meeting with the County Manager or designee.

25.4 If no satisfactory resolution as to the interpretation of the Contract terms reached at the meeting with the County Manager or designee, then the parties may elect to submit the dispute to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. The Vendor shall not stop work during the pendency of the dispute resolution or mediation process as set forth in this section.

SECTION 26. E-Verify.

26.1 The Vendor shall comply with Section 448.095, Florida Statutes, and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by the Vendor during the term of this Contract to work

in Florida. Additionally, if the Vendor uses subcontractors to perform any portion of the work (under this Contract), the Vendor shall include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

26.2 The Vendor shall maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized entity consistent with the terms of the Vendor's enrollment in the program. This includes maintaining a copy of proof of the Vendor's and subcontractors' enrollment in the E-Verify program. If the Vendor enters into a contract with a subcontractor, the subcontractor shall provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor shall maintain a copy of such affidavit for the duration of the Contract.

26.3 Compliance with the terms of the E-Verify program provision is made an express condition of this Contract and the County may treat a failure to comply as a material breach of the Contract. If the County terminates the Contract pursuant to Section 448.095(2)(c), Florida Statutes, the Vendor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated and the Vendor is liable for any additional costs incurred by the County as a result of the termination of this Contract.

SECTION 27. Public Records.

27.1 The County is a public agency subject to Chapter 119, Florida Statutes. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF**

CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6090, RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6, YULEE, FLORIDA 32097. Under this Contract, to the extent that the Vendor is providing

services to the County, and pursuant to Section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the County.
- d. Upon completion of the Contract, transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County to perform the service. If the Vendor transfers all public records to the County upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically shall be provided to the County, upon request from the County's custodian of public records, in a format that is

compatible with the information technology systems of the County.

27.2 A request to inspect or copy public records relating to the County's contract for materials shall be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the Vendor of the request, and the Vendor shall provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

27.3 If the Vendor does not comply with the County's request for records, the County shall enforce the Contract provisions in accordance with the Contract.

27.4 If the Vendor fails to provide the public records to the County within a reasonable time, the Vendor may be subject to penalties under Section 119.10, Florida Statutes.

27.5 If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

(a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and

(b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, to the County and to the Vendor.

27.6 A notice complies with Section 27.5 (b) hereinabove, if it is sent to the County's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the County or to the Vendor's registered agent. Such notices shall be sent pursuant to Section 32 hereinbelow.

27.7 If the Vendor complies with a public records request within eight (8) business days after the notice is sent, the Vendor is not liable for the reasonable costs of enforcement.

SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions.

28.1 During the term of this Contract, or any extension thereto, the Vendor shall have the continued duty to disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

SECTION 29. Public Entity Crimes.

29.1 In accordance with Section 287.133, Florida Statutes, the Vendor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date of this Contract.

SECTION 30. Anti-Discrimination.

30.1 The Vendor agrees that it will not discriminate in employment, employee development, or employee advancement because of religious or political opinions or affiliations, race, color, national origin, sex, age, physical handicap, or other factors, except where such factor is a bonified occupational qualification or is required by State and/or Federal Law.

SECTION 31. Advertising.

31.1 The Vendor shall not publicly disseminate any information concerning this Contract without prior written approval from the County, including but not limited to, mentioning the Contract in a press release or other promotional material, identifying the County as a reference, or otherwise linking the Vendor's name and either description of this Contract or the name of the

County in any material published, either in print or electronically, to any entity that is not a party to this Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

SECTION 32. Notices.

32.1 All notices, demands, requests for approvals or other communications given by the parties to another in connection with this Contract shall be in writing, and shall be sent by registered or certified mail, postage prepaid, return receipt requested, or overnight delivery service (such as federal express), or courier service or by hand delivery to the office of each party indicated below:

County: Nassau County
Attn: Public Works Director
45195 Musselwhite Road
Callahan, Florida 32011

Vendor: Arctic Air of Northern Florida LLC
Attn: Rachael Beverly
451688 State Road 200
Callahan, Florida 32011

SECTION 33. Attorney's Fees.

33.1 Notwithstanding the provisions of Section 27 hereinabove, in the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

SECTION 34. Authority to Bind.

34.1 The Vendor represents and warrants that the Vendor's undersigned representative if executing this Contract of behalf of a partnership, corporation or agency has the authority to bind the Company to the terms of this Contract.

SECTION 35. Conflicting Terms, Representations and No Waiver of Covenants or Conditions.

35.1 In the event of any conflict between the terms of this Contract and the terms of any attachments, the terms of this Contract shall prevail.

35.2 All representations, indemnifications, warranties and guaranties made by the Vendor in this Contract, as well as all continuing obligations indicated in this Contract, shall survive final payment and termination or completion of this Contract.

35.3 The failure of either party to insist on strict performance of any covenant or condition herein, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

35.4 The Vendor warrants that all goods provided by the Vendor under this Contract shall be merchantable. All goods provided shall be of good quality within the description given by the County, shall be fit for their ordinary purpose, shall be adequately contained and packaged with the description given by the County, shall conform to the agreed upon specifications, and shall conform to the affirmations of facts made by the Vendor or on the container or label.

SECTION 36. Construction of Contract.

36.1 The parties hereby acknowledge that they have fully reviewed this Contract and any attachments and have had the opportunity to consult with legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

SECTION 37. Headings.

37.1 The section headings and captions of this Contract are for convenience and reference of the parties and in no way define, limit or describe the scope or intent of this Contract or any part thereof.

SECTION 38. Entire Agreement and Execution.

38.1 This Contract, together with any attachments, constitutes the entire Contract between the County and the Vendor and supersedes all prior written or oral understandings.

38.2 This Contract may be executed in any number of counterparts; each executed counterpart hereof shall be deemed an original; and all such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

SECTION 39. Change of Laws.

39.1 If there is a change in any state or federal law, regulation or rule or interpretation thereof, which affects this Contract or the activities of either party under this Contract, and either party reasonably believes in good faith that the change will have a substantial adverse effect on that party's rights or obligations under this Contract, then that party may, upon written notice, require the other party to enter into good faith negotiations to renegotiate the terms of this Contract. If the parties are unable to reach an agreement concerning the modification of this Contract within fifteen (15) days after the date of the notice seeking renegotiation, then either party may terminate this Contract by written notice to the other party. In such event, Vendor shall be paid its compensation for services performed prior to the termination date.

[The remainder of this page left intentionally blank]

Contract No.: CM3402

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on the day and year last written below.

NASSAU COUNTY, FLORIDA

Taco E. Pope, AICP

By: Taco E. Pope, AICP

Its: Designee 5/25/2023

Date: _____

Approved as to form and legality by the
Nassau County Attorney

Denise C. May

DENISE C. MAY

**ARCTIC AIR OF NORTHERN
FLORIDA LLC**

Rachael Beverly

By: Rachael Beverly

Its: Manager 5/25/2023

Date: _____

PROPOSAL



Exhibit "A"

Submitted To: NASSAU COUNTY JAMES PAGE BLDG. Date: 5/23/2023 WEEKEND INSTALLATION

Address: 96135 NASSAU PLACE
YULEE, FL. 32097

Phone: 904-753-0353
LBURNSED@NASSAUCOUNTYFL.COM

We hereby submit Specifications and Estimates for:		TRANE 3.0 TON SINGLE PHASE HP
Manufacturer	TRANE	
Condensing Unit	4TWR4036N1	
Air Handler	TEM4BOC37M31S	
Heater	7.21/9.60 KW	
Thermostat	N/A	
Price:	TOTAL \$9,137.00	
Parts Warranty:	COMMERCIAL WARRANTY	
Labor Warranty:	1 Year labor warranty. **IF ANOTHER COMPANY PERFORMS WORK ON THE UNIT, THE 1 YEAR LABOR WARRANTY WILL BE VOIDED. **	
<p>Comments: This proposal includes installation of above units with, permitting, material, labor, removal of existing equipment, and clean-up.</p> <p>**If breakers need to be changed to match the new unit it is the customers' responsibility to contact an electrician.</p>		

We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of: \$ 1/2 Dollars upon acceptance with final payment to be made on completion.

-WARRANTY WORK ONLY PROVIDED DURING NORMAL BUSINESS HOURS OF MONDAY-FRIDAY, 9A-4P-

Any alteration or deviation from above specification involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal is valid for 30 days from the date stated above.

Respectfully submitted by: Hope Lewis

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. My signature also acknowledges that this form will serve as my notice to owner from Arctic Air of Northern Florida.

Signature: _____

Date of
Acceptance: _____

PROPOSAL



Submitted To: NASSAU COUNTY JAMES PAGE BLDG. Date: 5/23/2023 WEEKEND INSTALLATION

Address: 96135 NASSAU PLACE
YULEE, FL. 32097

Phone: 904-753-0353
LBURNSED@NASSAUCOUNTYFL.COM

We hereby submit Specifications and Estimates for:		TRANE 5.0 TON 3 PHASE HP
Manufacturer	TRANE	
Condensing Unit	4TWA4060A4	
Air Handler	TWE060AAAA	
Heater	5KW	
Thermostat	N/A	
Price:	TOTAL \$12,372.00	
Parts Warranty:	COMMERCIAL WARRANTY	
Labor Warranty:	1 Year labor warranty. **IF ANOTHER COMPANY PERFORMS WORK ON THE UNIT, THE 1 YEAR LABOR WARRANTY WILL BE VOIDED. **	
Comments: This proposal includes installation of above units with, permitting, material, labor, removal of existing equipment, and clean-up.		
**If breakers need to be changed to match the new unit it is the customers' responsibility to contact an electrician.		

We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of: \$ ½ Dollars upon acceptance with final payment to be made on completion.

-WARRANTY WORK ONLY PROVIDED DURING NORMAL BUSINESS HOURS OF MONDAY-FRIDAY, 9A-4P-

Any alteration or deviation from above specification involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal is valid for 30 days from the date stated above.

Respectfully submitted by: Hope Lewis

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. My signature also acknowledges that this form will serve as my notice to owner from Arctic Air of Northern Florida.

Signature: _____

Date of Acceptance: _____

PROPOSAL



Submitted To: NASSAU COUNTY JAMES PAGE BLDG. Date: 5/23/2023 WEEKEND INSTALLATION

Address: 96135 NASSAU PLACE
YULEE, FL. 32097

Phone: 904-753-0353
LBURNSED@NASSAUCOUNTYFL.COM

We hereby submit Specifications and Estimates for:		TRANE 7.5 TON 3 PHASE HP
Manufacturer	TRANE	
Condensing Unit	TWA09044AAA**BS01	
Air Handler	TWE0904AAA--BD	
Heater	15KW	
Thermostat	N/A	
Price:	TOTAL \$16,946.00	
Parts Warranty:	COMMERCIAL WARRANTY	
Labor Warranty:	1 Year labor warranty. **IF ANOTHER COMPANY PERFORMS WORK ON THE UNIT, THE 1 YEAR LABOR WARRANTY WILL BE VOIDED. **	
<p>Comments: This proposal includes installation of above units with, permitting, material, labor, removal of existing equipment, and clean-up.</p> <p>**If breakers need to be changed to match the new unit it is the customers' responsibility to contact an electrician.</p>		

We propose hereby to furnish material and labor complete in accordance with the above specifications for the sum of: \$ 1/2 Dollars upon acceptance with final payment to be made on completion.

-WARRANTY WORK ONLY PROVIDED DURING NORMAL BUSINESS HOURS OF MONDAY-FRIDAY, 9A-4P-

Any alteration or deviation from above specification involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal is valid for 30 days from the date stated above.

Respectfully submitted by: Hope Lewis

Note: This proposal may be withdrawn by us if not accepted within 30 days

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above. My signature also acknowledges that this form will serve as my notice to owner from Arctic Air of Northern Florida.

Signature: _____

Date of
Acceptance: _____



NASSAU COUNTY FACILITIES MAINTENANCE DEPARTMENT

45195 Musselwhite Road - Callahan, FL 32011

Mailing Address:
45195 Musslewhite Road, Callahan, FL, 32011
Email: dpodiak@nassaucountyfl.com

Telephone: (904) 530-6120
Alternate: (904) 530-6122
Fax: (904) 879-3751

Date: 3-3-23
To: All Interested Parties
From: Les Burnsed
Cell: 904- 753-0353
Email: lburnsed@nassaucountyfl.com
Re: Nassau County

Scope of Work

Furnish the equipment and services at the Nassau County James Page Building located at 96135 Nassau Place Yulee FL. 32097.

Nassau County is looking to have 3 units changed out. We would like to go back with all new Trane equipment. All 3 units are to be Heat pumps, and All the AHU are in the ceiling, they will need to removed and put back in. Each system needs to broke out as an option, prices for each one.

Old Equipment Models and Serials.

- Unit 17 is a Rheem Model - RBHA-17J11NFDAI CDU – RPKA-035JA2
- Unit 18 is a Trane Model – TWE060A400CA CDU –TWA060D400A0
- Unit 19 is a Trane Model - TWE090A300CA CDU –TWA090A400BC
- Add 4” filter racks to units that can run one.
- Duct connections will be done in metal to Duct board trunk lines.
- All lines sets will be flushed out with refrigerant line flush and nitrogen.
- Will use existing Thermostats set up.

Please call Les Burnsed to set up a time to look at job.

Normal business hours: Monday through Friday 8:00 am to 5:00 pm. All work will need to be done after hours or weekends.

Please acknowledge receipt of scope. If you are interested in providing a quote, please do so within the timeline provided or reply that you are declining to bid at this time.

**Quote due back by
3-23-23**

55373 (5-17)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** Under **SECTION II - WHO IS AN INSURED** is amended. The following provision is added. A person or organization is an Additional Insured, only with respect to liability caused, in whole or in part, by "your work" for that Additional Insured by or for you:
1. If required in a written contract or agreement; or
 2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.
- B.** **SECTION III - LIMITS OF INSURANCE** is amended. The following provision is added. The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C.** **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended.
1. The following condition is added to **4. Other Insurance**.
This insurance is primary for the Additional Insured, but only with respect to liability caused,

in whole or in part, by "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following condition is added.
Other Additional Insured Coverage Issued By Us
If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

My Company Profile

Company Information

Company Name

ARCTIC AIR OF NORTHERN FLORIDA

Doing Business As (DBA) Name

ARCTIC AIR OF NORTHERN FLORIDA

Company ID

1468902

Enrollment Date

Nov 12, 2019

Employer Identification Number (EIN)

463276504

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

10 to 19

NAICS Code

811

Sector

Other Services (Except Public Administration)

Subsector

Repair and Maintenance

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

451688 STATE ROAD 200
CALLAHAN, FL 32011

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)



DATE
5/23/2023

Requisition Form
NASSAU COUNTY
BOARD OF COUNTY COMMISSIONERS
 96135 Nassau Place Suite 1
 Yulee, FL 32097

VENDOR NAME/ADDRESS
 Arctic Air of Northern Florida LLC
 451688 SR 200
 Callahan, FL 32011

DEPARTMENT
 Facilities Maintenance

REQUESTED BY
 Idalia Gutierrez/Les Burnsed

VENDOR NUMBER	PROJECT NAME	FUNDING SOURCE	AMOUNT AVAILABLE		STANDARD PO OR ENCUMBER ONLY	CONTRACT NO.
15066	Replace AC units-JPGC	01073519-562002-C0093	\$ 107,639.57		Encumber Contract	CM3402
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT		
	Furnish material and labor complete for the installation of three (3) Trane air conditioner systems at the James Page Government Complex. Installation includes permitting, material, labor, removal of existing equipment, and clean-up. All work will be done after hours or weekends. Contract Term: 1-year; Total Contract: \$38,455.00			\$ 0.00	RFQ Responses and tabulation sheet attached.	
1	One (1) Trane 3-ton Single Phase HP	1.00	\$ 9,137.00	\$ 9,137.00		
2	One (1) 5-ton 3 Phase HP	1.00	\$ 12,372.00	\$ 12,372.00		
3	One (1) 7.5-ton 3 Phase HP	1.00	\$ 16,946.00	\$ 16,946.00		
	RFQs:			\$ 0.00		
	Arctic Air: \$38,455.00			\$ 0.00		
	Fouraker Mechanical: \$51,938.18			\$ 0.00		
	Weather Engineers: \$58,943.00			\$ 0.00		
				\$ 0.00		
	CM3402-Contract Term: one year after execution			\$ 0.00		
				\$ 0.00		
				\$ 0.00		

ORIGINAL - FINANCE Shipping Total \$ 0.00
 COPY - DEPARTMENT Total \$ 38,455.00

Department Head

I attest that, to the best of my knowledge, this requisition reflects accurate information, has been reviewed, budgeted for and follows the Nassau County Purchasing Policy.

Doug Podlak 5/23/2023

Office of Management and Budget (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, funds are available for payment.

Chris Lacambra 5/23/2023 *JP* 5/23/2023

Procurement Director (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, this requisition is accurate and necessary and is consistent with the Nassau County Purchasing Policy.

Michael R. Smith 5/24/2023

County Manager (signature required if over Department Head signature authority or \$5,000, whichever is less.)

I attest that, to the best of my knowledge, the appropriate staff have reviewed and approved this Requisition and no other conditions would prevent approval.

Paul E. Pope 5/25/2023

SB
 Clerk: _____
 Date: 5/26/2023

Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS B AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

LATHROP, JASON CHRISTOPHER

ARCTIC AIR OF NORTHERN FLORIDA LLC
451688 STATE ROAD 200
CALLAHAN FL 32011

LICENSE NUMBER: CAC1816366

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Certificate Of Completion

Envelope Id: 413CFE55C2BF427B96F66EC092089AC5 Status: Completed
 Subject: Please DocuSign: CM3402 - Arctic Air of Northern FL - Purchase & Install AC Units JPG - \$38,455.00
 Source Envelope:
 Document Pages: 32 Signatures: 12 Envelope Originator:
 Certificate Pages: 6 Initials: 4 Idalia Gutierrez
 AutoNav: Enabled igutierrez@nassaucountyfl.com
 Envelopeld Stamping: Enabled IP Address: 50.238.237.26
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)


Record Tracking

Status: Original Holder: Idalia Gutierrez Location: DocuSign
 5/23/2023 2:03:52 PM igutierrez@nassaucountyfl.com


Signer Events

Signature	Timestamp
Doug Podiak dpodiak@nassaucountyfl.com Facilities Director Nassau County BOCC Security Level: Email, Account Authentication (None)	Sent: 5/23/2023 2:13:18 PM Viewed: 5/23/2023 3:29:04 PM Signed: 5/23/2023 3:38:27 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26	


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tracy Poore tpoore@nassaucountyfl.com OMB Admin Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/23/2023 3:38:29 PM Viewed: 5/23/2023 4:53:12 PM Signed: 5/23/2023 4:54:02 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

chris lacambra clacambra@nassaucountyfl.com OMB Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/23/2023 4:54:05 PM Viewed: 5/23/2023 9:34:55 PM Signed: 5/23/2023 9:35:12 PM
Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Lanaee Gilmore lgilmore@nassaucountyfl.com Procurement Director Nassau County BOCC Security Level: Email, Account Authentication (None)		Sent: 5/23/2023 9:35:15 PM Viewed: 5/24/2023 10:14:34 AM Signed: 5/24/2023 1:22:27 PM
Signature Adoption: Pre-selected Style Using IP Address: 174.239.87.230 Signed using mobile		

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Abigail Jorandby ajorandby@nassaucountyfl.com Assistant County Attorney Nassau BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>AJ</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 5/24/2023 1:22:30 PM Viewed: 5/24/2023 4:00:33 PM Signed: 5/25/2023 3:37:50 PM</p>
<p>Rachael Beverly rachael@arcticairofnorthernflorida.com Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 5/25/2023 5:39:09 PM ID: 7b362e0a-1768-4abf-bad7-0e9fe53da7ba</p>	<p><i>Rachael Beverly</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 69.222.123.21 Signed using mobile</p>	<p>Sent: 5/25/2023 3:37:54 PM Viewed: 5/25/2023 5:39:09 PM Signed: 5/25/2023 5:44:00 PM</p>
<p>Denise C. May dmay@nassaucountyfl.com Assistant County Attorney Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Denise C. May</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 5/25/2023 5:44:03 PM Viewed: 5/25/2023 5:49:56 PM Signed: 5/25/2023 5:50:37 PM</p>
<p>Taco E. Pope, AICP tpope@nassaucountyfl.com County Manager Nassau County BOCC Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Taco E. Pope AICP</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 50.238.237.26</p>	<p>Sent: 5/25/2023 5:50:42 PM Viewed: 5/25/2023 6:27:39 PM Signed: 5/25/2023 6:27:50 PM</p>
<p>Clerk Finance received boccap@nassauclerk.com Nassau County Clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/4/2021 9:59:11 AM ID: 6238f06a-a4ad-4d45-a7f5-929d04629059</p>	<p><i>SB</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.23.69.254</p>	<p>Sent: 5/25/2023 6:27:54 PM Viewed: 5/26/2023 11:21:41 AM Signed: 5/26/2023 11:21:51 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Clerk Admin clerkservices@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2023 11:21:55 AM Viewed: 5/26/2023 12:56:01 PM
Procurement Staff BOCCProcurement@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2023 11:21:56 AM
Idalia Gutierrez igutierrez@nassaucountyfl.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2023 11:21:58 AM Resent: 5/26/2023 11:22:13 AM
Jennifer Kirkland jkirkland@nassaucountyfl.com Nassau County BOCC Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/26/2023 11:21:59 AM

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/23/2023 2:13:18 PM
Certified Delivered	Security Checked	5/26/2023 11:21:41 AM
Signing Complete	Security Checked	5/26/2023 11:21:51 AM
Completed	Security Checked	5/26/2023 11:21:59 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, County of Nassau (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact County of Nassau:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bsimmons@nassaucountyfl.com

To advise County of Nassau of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bsimmons@nassaucountyfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from County of Nassau

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with County of Nassau

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to bsimmons@nassaucountyfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Nassau as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Nassau during the course of your relationship with County of Nassau.